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Attorneys for Plaintiff  
Life On Air, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

Life On Air, Inc.,

Plaintiff,

v.

Chathouse Inc.,

Defendant.

Case No.: 3:16-cv-07403

**PLAINTIFF LIFE ON AIR, INC.'S  
COMPLAINT FOR DECLARATORY  
RELIEF**

**DEMAND FOR JURY TRIAL**

Plaintiff Life On Air, Inc. ("Life On Air"), for its complaint against Defendant Chathouse Inc. ("Chathouse"), alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for declaratory judgment. By this action, Life On Air seeks to resolve a controversy with Chathouse, and to eliminate any doubt that Life On Air's

1 HOUSEPARTY trademark, used with Life On Air’s live video streaming platform, does not  
2 infringe or unfairly compete with any trademark rights purportedly owned by Chathouse,  
3 including Chathouse’s claimed HOUSEPARTY and TELEPARTY marks. Life On Air further  
4 seeks to eliminate any doubt that Life On Air’s HOUSEPARTY live video streaming platform  
5 does not infringe any copyrights purportedly owned by Chathouse.

#### 6 THE PARTIES

7 6. Life On Air is a Delaware corporation with its principal place of business in San  
8 Francisco, California. Life On Air’s mission is to connect people in the most human way  
9 possible while they are physically apart. Life On Air provides a live video streaming platform  
10 that enables people to distribute and interact with live video in real time. Founded in 2012, Life  
11 On Air is a pioneer in the live video industry, with its first product “Yevvo” and then debuting  
12 “Meerkat” in 2015 and “Houseparty” in 2016. Life On Air uses its HOUSEPARTY mark with its  
13 live video streaming platform.

14 2. Life On Air believes and therefore alleges that Chathouse is a Delaware  
15 corporation with a place of business and registered agent for service of process in Alameda,  
16 California.

#### 17 JURISDICTION AND VENUE

18 7. This action arises under the Declaratory Judgment Act, 28 U.S.C. § 2201, the  
19 Copyright Act, 17 U.S.C. § 101 *et seq.*, and the Lanham Act, 15 U.S.C. § 1051 *et seq.* The Court  
20 has subject-matter jurisdiction over this action under 28 U.S.C. § 1331 (federal question) and 28  
21 U.S.C. § 1338 (original jurisdiction of copyright and trademark claims).

22 8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 in that a  
23 substantial part of the events giving rise to the claims herein occurred in this judicial district,  
24 including that Life On Air’s live video streaming platform is marketed and distributed through  
25 platform companies that are located here, and because Chathouse directed its allegations of  
26 infringement and attempts to stop Life On Air’s use of its mark and live video streaming platform  
27 here in California while knowing that its attacks on Life On Air would cause injury to Life On  
28 Air and Life On Air’s California customers.

1           9.       Venue and personal jurisdiction are further appropriate in this district as Chathouse  
2 has designated as its primary agent for service of process one of its Board members located in this  
3 district.

4                                   **INTRADISTRICT ASSIGNMENT**

5           10.       Because this is an intellectual property case, it is subject to assignment to any  
6 division pursuant to Civil Local Rule 3-2(c).

7                                   **CHATHOUSE DOES NOT HAVE ANY PROTECTABLE TRADEMARKS**

8           11.       Chathouse has demanded that Life On Air stop using the HOUSEPARTY mark.  
9 Despite its series of threats and allegations of infringement, Chathouse has no basis to support its  
10 demands. Life On Air believes and therefore alleges that Chathouse is not currently offering a  
11 single product, is not using a HOUSEPARTY or TELEPARTY trademark, and abandoned its  
12 trademark applications for the HOUSEPARTY and TELEPARTY trademarks.

13           12.       Life On Air believes and therefore alleges that in 2015, Chathouse changed the  
14 name of its purported application from HOUSEPARTY to TELEPARTY.

15           13.       Similarly, in March 2016, Chathouse admitted to abandoning the HOUSEPARTY  
16 mark for a mobile application, claiming that it had changed the name of its purported mobile  
17 application to TELEPARTY.

18           14.       In July 2016, Chathouse abandoned its trademark application for the  
19 HOUSEPARTY mark.

20           15.       Life On Air believes and therefore alleges that Chathouse does not currently have  
21 an app that uses the HOUSEPARTY mark on the Apple App Store or Google Play Store.

22           16.       Life On Air believes and therefore alleges that Chathouse has abandoned the  
23 HOUSEPARTY trademark and ceased all use of the HOUSEPARTY trademark.

24           17.       Although Chathouse claims that it changed its mobile application's name from  
25 HOUSEPARTY to TELEPARTY, Life On Air believes and therefore alleges that Chathouse also  
26 does not use the TELEPARTY mark.

27           18.       In December 2016, Chathouse abandoned its trademark application for the  
28 TELEPARTY mark.

1           19. Life On Air believes and therefore alleges that Chathouse does not currently have  
2 an app that uses the TELEPARTY mark on the Apple App Store or Google Play Store.

3           20. Chathouse does not claim that it has any current customers or that it uses the  
4 HOUSEPARTY and TELEPARTY marks in commerce.

5           21. Chathouse does not have a pending trademark application for a federal registration  
6 for a PARTY-based mark.

7           22. Despite the fact that Chathouse does not use the HOUSEPARTY and  
8 TELEPARTY marks, Chathouse now claims the exclusive right to use a PARTY-based mark for  
9 a mobile application.

10          23. Chathouse is claiming the exclusive right to use a PARTY-based mark for a live  
11 video streaming platform.

12          24. A search of the U.S. Patent and Trademark Office records and the Internet for the  
13 mark PARTY shows hundreds of other PARTY-based marks used with a variety of products and  
14 services, including mobile applications.

15          25. Chathouse does not own the exclusive right to use a PARTY-based mark.

16               **CHATHOUSE DOES NOT HAVE ANY PROTECTABLE COPYRIGHTS**

17          26. Chathouse has also demanded that Life On Air stop using its user interface for the  
18 HOUSEPARTY live video streaming platform, claiming that the user interface infringes  
19 Chathouse's purported copyrights. But like its trademark claims, Chathouse has no basis to  
20 support its copyright-based threats and allegations.

21          27. Life On Air believes and therefore alleges that Chathouse has not registered any  
22 copyrights with the U.S. Copyright Office.

23          28. Life On Air believes and therefore alleges that Chathouse has not registered any  
24 copyrights with the U.S. Copyright Office related to the user interface for a mobile application.

25          29. Life On Air believes and therefore alleges that Chathouse has not registered any  
26 copyrights with the U.S. Copyright Office related to the user interface for a live video streaming  
27 platform.

28          30. Life On Air believes and therefore alleges that Chathouse has not registered any

1 copyrights with the U.S. Copyright Office related to any specific features of any mobile  
2 application.

3 31. Life On Air believes and therefore alleges that Chathouse has not registered any  
4 copyrights with the U.S. Copyright Office related to any specific features of any live video  
5 streaming platform.

6 32. Despite the fact that Chathouse has not registered any copyrights with the U.S.  
7 Copyright Office, Chathouse now claims an exclusive copyright in a user interface displaying the  
8 people participating in one's live video stream.

9 33. Chathouse is claiming an exclusive copyright in the display of multiple  
10 participants in one's live video stream.

11 34. Chathouse is claiming an exclusive copyright in the use of a "tile" display (that is,  
12 a display using adjacent square or rectangular shapes) of the participants in one's live video  
13 stream.

14 35. Chathouse's claimed user interface for its purported TELEPARTY app is not  
15 original or unique. Instead, it merely displays tiled pictures of users in a video chat. This user  
16 interface is an industry standard, used by dozens of other applications, which existed long before  
17 Chathouse's TELEPARTY app. To show who one is talking with during a video chat, companies  
18 naturally show pictures of the other participants in the video chat.

19 36. Chathouse cannot claim an exclusive copyright in the user interface showing who  
20 users are taking to during a video chat. This standard idea is not protected by copyright law. Nor  
21 does copyright law provide a monopoly over elements of a display that is inextricably associated  
22 with or dictated by the medium.

23 37. Chathouse does not own the exclusive copyright for a user interface for a live  
24 video streaming platform.

### 25 CHATHOUSE'S CLAIMS OF INFRINGEMENT

26 38. In March 2016, Chathouse, through its Chief Executive Officer, Aakash Sastry,  
27 congratulated Life On Air on the launch of its HOUSEPARTY live video streaming platform.

28 39. In March 2016, Chathouse, through its Chief Executive Officer, Aakash Sastry,

1 said that Life On Air's HOUSEPARTY application was "really cool" and asked if Chathouse and  
2 Life On Air could work together.

3 40. In congratulating Life On Air, in March 2016, Chathouse did not object to Life On  
4 Air's use of the HOUSEPARTY mark or the user interface of Life On Air's HOUSEPARTY live  
5 video streaming platform.

6 41. Although Chathouse did not initially object to Life On Air's use of the  
7 HOUSEPARTY mark or the user interface for Life On Air's HOUSEPARTY live video  
8 streaming platform, on November 17, November 28, and December 19, 2016, Chathouse sent  
9 Life On Air multiple correspondence claiming that Life On Air's HOUSEPARTY mark infringes  
10 Chathouse's HOUSEPARTY and TELEPARTY marks, and that Life On Air's HOUSEPARTY  
11 live video streaming platform infringes Chathouse's purported copyrights.

12 42. Chathouse has demanded that Life On Air stop any use of its HOUSEPARTY  
13 mark and the user interface of its live video streaming platform.

14 **FIRST CLAIM FOR RELIEF**  
15 **(Declaratory Judgment of Non-Infringement of Trademarks)**

16 43. Life On Air incorporates by reference the previous allegations of this complaint.

17 44. Because of Chathouse's actions and threats described herein, Life On Air has a  
18 reasonable and strong apprehension that it will soon be faced with a trademark infringement suit  
19 brought by Chathouse. Accordingly, an actual controversy has arisen and exists between Life On  
20 Air and Chathouse within the meaning of 28 U.S.C. § 2201.

21 45. Life On Air's use of its HOUSEPARTY trademark for Life On Air's products is  
22 not trademark infringement under 15 U.S.C. § 1114 or the common law.

23 46. Chathouse does not use the HOUSEPARTY and TELEPARTY marks. As such,  
24 there is no likelihood that any relevant consumers would be confused, mistaken, or deceived into  
25 believing that Life On Air is affiliated, connected, or otherwise associated with Chathouse, or that  
26 Chathouse is sponsoring or has otherwise approved of Life On Air's products as a result of the  
27 HOUSEPARTY trademark.  
28

1           47. Life On Air therefore requests that the Court declare that Life On Air neither  
2 infringes any of Chathouse's purported trademark rights nor violates 15 U.S.C. § 1114 or the  
3 common law.

4                                   **SECOND CLAIM FOR RELIEF**  
5                                   **(Declaratory Judgment of Non-Infringement of Copyright)**

6           48. Life On Air incorporates by reference the previous allegations of this complaint.

7           49. Because of Chathouse's actions and threats described herein, Life On Air has a  
8 reasonable and strong apprehension that it will soon be faced with a copyright infringement suit  
9 brought by Chathouse. Accordingly, an actual controversy has arisen and exists between Life On  
10 Air and Chathouse within the meaning of 28 U.S.C. § 2201.

11           50. Life on Air has not copied any of Chathouse's purported original, and  
12 copyrightable, expression in Chathouse's claimed application.

13           51. Life On Air's HOUSEPARTY live video streaming platform was independently  
14 created and is an original expression of a video streaming platform. Any conceivable similarities  
15 between Chathouse's purported application are based on the unprotectable standard idea of a tile  
16 layout of users participating in a video streaming application.

17           52. Life On Air has not infringed, and is not now infringing, any copyright relating to  
18 Chathouse's purported application.

19           53. Life On Air therefore requests that the Court declare that its HOUSEPARTY live  
20 video streaming platform neither infringes any copyright relating to Chathouse's purported  
21 application nor violates 17 U.S.C. § 101 *et seq.*

22                                   **THIRD CLAIM FOR RELIEF**  
23                                   **(Declaratory Judgment of No Unfair Competition/False Designation of Origin)**

24           54. Life On Air incorporates by reference the previous allegations of this complaint.

25           55. Because of Chathouse's actions and threats described herein, Life On Air has a  
26 reasonable and strong apprehension that it will soon be faced with an unfair competition suit  
27 brought by Chathouse. Accordingly, an actual controversy has arisen and exists between Life On  
28 Air and Chathouse within the meaning of 28 U.S.C. § 2201.

56. Life On Air's use of its HOUSEPARTY trademark for Life On Air's products is not unfair competition, including a false designation of origin within the meaning of 15 U.S.C. § 1125(a), unfair competition within the meaning of California Business and Professions Code § 17200, or California common law unfair competition.



1 H. An award by the Court to Life On Air of any other relief that the Court considers  
2 just and proper.  
3

4 Dated: December 30, 2016

FENWICK & WEST LLP

6 By: /s/ Eric Ball

Eric Ball  
7 Attorneys for Plaintiff  
8 Life On Air, Inc.  
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**DEMAND FOR JURY TRIAL**

Life On Air hereby demands trial by jury on all issues and claims so triable.

Dated: December 30, 2016

FENWICK & WEST LLP

By: /s/ Eric Ball

Eric Ball  
Attorneys for Plaintiff  
Life On Air, Inc.

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